

delivery which would terminate the liability of the carrier as such. Here the cargo was not to be delivered to the consignee in pursuance of the contract of carriage, but was to be held by the carrier upon storage as warehouseman only, upon the completion of the voyage. The character in which the cargo was held by the vessel changed from that of carrier to that of warehouseman. The maritime service had been performed fully and completely within the letter and spirit of the contract. Thereafter the cargo was held by the vessel as warehouseman under the liability attached to that relation. Because the ship was afloat when used as a warehouse does not render the contract for storage a maritime contract, any more than in the case of a floating warehouse, a floating saloon, or a floating church. Such employment does not pertain to navigation, with which alone the admiralty is concerned. The force of the position was felt by the learned counsel for the appellant, who urged upon us at the argument, with earnestness and with a zeal born of his liking for the admiralty jurisdiction, that because such transactions as this have become frequent upon the Lakes and the courts of admiralty can, as was asserted, more efficiently pass upon such cases, it will be detrimental to the interests of commerce and to the commercial community to deny a remedy upon such contracts in the courts of admiralty. Without criticising the suggestion, we can only say that, however convenient it might be to do so, we do not think it our duty to extend the admiralty jurisdiction beyond its well-established limitations and to a subject-matter that does not pertain to navigation. The decree of the district court will be affirmed.

WELLMAN et al. v. FREEMAN.

(Circuit Court of Appeals, First Circuit. December 3, 1895.)

No. 137.

DISMISSAL OF APPEAL IN ADMIRALTY.

This was a libel by R. R. Freeman against H. E. Wellman and others to recover demurrage alleged to be due for delay of the steamer Annie E. Kranz in discharging a cargo of lumber. The district court entered a decree for libelant in the sum of \$540, with interest from the date of the libel. 67 Fed. 796. The respondents appealed.

Chas. T. Russell, Jr., William E. Russell, and Arthur H. Russell, for appellants.

Eugene P. Carver and Edward E. Blodgett, for appellee.

On September 24, 1895, an agreement for dismissal of this appeal, without costs, was filed; and the agreement was allowed by the court December 3, 1895, and the appeal dismissed accordingly.

THE NORTH ERIN.

LUCKENBACH et al. v. THE NORTH ERIN.

(District Court, E. D. New York. December 31, 1895.)

SALVAGE COMPENSATION.

Ten thousand dollars awarded to a tug which, on receipt of telegraphic intelligence, promptly proceeded from New York, a distance of 80 miles, to the assistance of a steamer grounded on the coast of Long Island, in a position of some danger, with a cargo largely perishable, and succeeded after three hours' labor, by putting her engines to their utmost capacity, in pulling her off uninjured, being aided by the vessel's own engines and sails; the tug being worth upward of \$50,000, and the steamer, cargo, and freight from \$95,000 to \$100,000, and it appearing that another wrecking outfit was on the way to the ship's relief, and would have gotten her off on the next day.

This was a libel in rem by Lewis Luckenbach and others against the steamship North Erin, her cargo and freight, to recover compensation for salvage services.

Peter S. Carter, for libelants.

Convers & Kirlin, for claimants.

BENEDICT, District Judge. This action is brought by the owners of the steamtug Luckenbach to recover salvage compensation for services performed by that tug in getting the steamship North Erin off the Long Island shore. The North Erin, when on a voyage from the Mediterranean coast to New York, with a cargo much of which was perishable, during a fog, grounded between the Tiana and Quogue light stations, on Long Island. The wind at the time was light; the sea moderate. Unsuccessful efforts to get her off by her own power were made by the steamship, during which she swung broadside to the shore. There was no possibility of her getting off without assistance. The fact that the steamer was ashore, and needed assistance, was telegraphed to New York on the morning of the 27th of April, Saturday. At about 11 a. m. the tug Luckenbach started to her relief. The tug had about 80 miles to go, and she arrived at the steamer about 6 o'clock in the afternoon of the same day. She immediately took hold of the steamer with a hawser, and being aided by the steamer's own engines and her sails, and by putting her engine to the limit of its capacity, she pulled the steamer off, after about three hours' labor. The steamer was uninjured, and proceeded that night to New York, under her own power, and there delivered her cargo uninjured. The position in which the North Erin lay was one of peril; but the amount of the peril was reduced by the fact that the Coast Wrecking Company had, upon hearing of her condition, dispatched a tug with a barge and wrecking appliances to her aid. The Coast Wrecking Company did not reach the place until the next day, when the steamer was off, and on her way to New York; but the Coast Wrecking Company would unquestionably have got the steamer off if the Luckenbach had not done so, as the weather continued favorable. Not-